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**Attorneys for Defendant Nevada Bell
Telephone Company**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

STEVEN RIDENOUR,
Plaintiff,

v.

NEVADA BELL TELEPHONE CO.
DBA AT&T NEVADA,
Defendants.

Case No.: 3:22-cv-00004-MMD-CSD

**ANSWER AND AFFIRMATIVE
DEFENSES TO PLAINTIFF'S
AMENDED COMPLAINT AND JURY
DEMAND**

Defendant Nevada Bell Telephone Company ("Defendant" or "Nevada Bell" or the "Company"), by and through its undersigned counsel, respectfully submits its Answer and Affirmative Defenses to Plaintiff Steven Ridenour's (hereinafter the "Plaintiff") Amended Complaint pursuant to and consistent with the Court's June 30, 2023 Order (ECF 53) granting in part and denying in part Defendant's motion to dismiss Plaintiff's Amended Complaint.

I. PARTIES

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2 1. Plaintiff, STEVEN RIDENOUR, (hereinafter “Plaintiff”) is an individual who
3 is currently, and was at all relevant times herein, a resident of the State of Nevada, County of
4 Washoe, City of Sparks.

5 **ANSWER:** Defendant is without sufficient information to admit or deny the
6 allegations set forth in Paragraph 1 of the Amended Complaint, and therefore denies the same.

7 2. Defendant, NEVADA BELL TELEPHONE CO, DBA AT&T NEVADA, is a
8 corporation organized and existing by virtue of the laws of the State of Nevada, and may be
9 served process by service upon its registered agent, C T Corporation System, 701 S. Carson
10 St., Suite 200, Carson City, Nevada 89701.

11 **ANSWER:** Defendant admits the allegations set forth in Paragraph 2 of the Amended
12 Complaint.

13 3. All of the acts and/or failures to act alleged herein were duly performed by
14 and/or are attributable to defendants, individually or acting by and through their agents and
15 employees. Said acts and/or failures to act were within the scope of any agency or
16 employment or were ratified by defendants.

17 **ANSWER:** Defendant denies the allegations set forth in Paragraph 3 of the Amended
18 Complaint.

19 4. The names and capacities, whether individual, corporate, associate or
20 otherwise, of defendants and/or their alter egos sued herein as Nevada Bell Telephone Co,
21 DBA AT&T Nevada, are presently unknown, and Plaintiff will amend this complaint to insert
22 the name(s) when ascertained.

23 **ANSWER:** Defendant denies that Plaintiff is entitled to amend his complaint further
24 in his matter. Defendant denies the remaining allegations set forth in Paragraph 4 of the
25 Amended Complaint.
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1 **II. JURISDICTION AND VENUE**

2 5. Plaintiff seeks damages which, exclusive of attorney fees and costs, exceed
3 \$15,000.

4 **ANSWER:** Defendant denies that Plaintiff is entitled to damages of any kind based
5 on the allegations set forth in the Amended Complaint. Defendant denies the remaining
6 allegations set forth in Paragraph 5 of the Amended Complaint.

7 6. Defendant is either a Nevada company doing business in Washoe County,
8 Nevada or foreign company with offices and/or doing business regularly in Washoe County,
9 Nevada.

10 **ANSWER:** Defendant admits that it is a Delaware corporation which is licensed to do
11 business in the State of Nevada. Defendant denies the remaining allegations set forth in
12 Paragraph 6 of the Amended Complaint.

13 7. This Court has subject matter jurisdiction over this action and specific personal
14 jurisdiction over the parties.

15 **ANSWER:** The allegations set forth in Paragraph 7 of the Amended Complaint call
16 for legal conclusions to which no response is required. Defendant otherwise denies that the
17 Court has subject matter jurisdiction over Plaintiff's federal or state-law retaliation claims for
18 the reasons set forth in its October 4, 2022 Motion to Dismiss (ECF 46).

19 8. Venue is proper in the Court pursuant to NRS 13.040.

20 **ANSWER:** Defendant admits that venue is proper in this Court. Defendant denies
21 the remaining allegations set forth in Paragraph 8 of the Amended Complaint.

22 **III. STATEMENT OF CLAIM**

23 9. Plaintiff wishes to assert a claim for Retaliation under NRS. 613.340, which
24 states that it is "an unlawful employment practice for an employer to discriminate against any
25 of his or her employees bc the employee has opposed any practice made an unlawful
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1 employment practice, or bc he or she has made a charge, testified, assisted or participated in
2 any manner in an investigation, proceeding, or hearing.”

3 **ANSWER:** Defendant denies the allegations set forth in Paragraph 9 of the Amended
4 Complaint.

5 10. Plaintiff entered into a “protected activity” on January 29th, 2018 when
6 plaintiff submitted two separate grievances (to union steward, Thomas Golding) pertaining to
7 the two separate cases brought against him on January 15th.

8 **ANSWER:** Defendant denies the allegations set forth in Paragraph 10 of the
9 Amended Complaint.

10 11. Plaintiff was protected under NRS 613.340, on Jan. 30th, when he discussed
11 sexual harassment claim with union employee, Petula Vierja, pertaining to manager
12 Copeland’s violation of the company policies on Personal Relationships & Sexual Harassment
13 from text messages sent to plaintiff on Nov. 21st, 2017 at the end of his shift, approx. 7-8pm.

14 **ANSWER:** Defendant denies the allegations set forth in Paragraph 11 of the
15 Amended Complaint.

16 12. Plaintiff claims Retaliation for 10 days suspension issued on February 12th by
17 manager Copeland. [Retaliation #1]

18 **ANSWER:** Defendant denies the allegations set forth in Paragraph 12 of the
19 Amended Complaint.

20 13. Plaintiff claims Retaliation and Fraud by manager Greg DeFehr on Feb. 26th
21 @ 3:30pm, 2018. [Retaliation #2/Fraud #1]

22 **ANSWER:** Defendant denies the allegations set forth in Paragraph 13 of the
23 Amended Complaint.

24 14. Plaintiff claims Retaliation and Fraud by manager Greg DeFehr on March 1st.
25 [Retaliation #3/Fraud #2]

26 **ANSWER:** Defendant denies the allegations set forth in Paragraph 14 of the
27 Amended Complaint.
28

1 15. Plaintiff claims Retaliation and Fraud on Defendant and managers Greg DeFehr
2 and manager Steve France for adverse employment act of being terminated on March 22nd,
3 2018. [Retaliation #4/Fraud #3]

4 **ANSWER:** Defendant denies the allegations set forth in Paragraph 15 of the
5 Amended Complaint.

6 16. Plaintiff claims Fraud by manager Copeland on the evening of December 14th,
7 2017. [Fraud #4]

8 **ANSWER:** This Claim was dismissed by the Court on June 30, 2023 [ECF 53] and,
9 therefore, no response is required. Defendant otherwise denies the allegations set forth in
10 Paragraph 16 of the Amended Complaint.

11 17. Plaintiff claims Fraud by manager Copeland on the morning of Jan. 4th, 2018.
12 [Fraud #5]

13 **ANSWER:** This Claim was dismissed by the Court on June 30, 2023 [ECF 53] and,
14 therefore, no response is required. Defendant otherwise denies the allegations set forth in
15 Paragraph 17 of the Amended Complaint.

16 18. Plaintiff claims Fraud by manager Copeland on the morning of Jan. 8th, 2018.
17 [Fraud #6]

18 **ANSWER:** This Claim was dismissed by the Court on June 30, 2023 [ECF 53] and,
19 therefore, no response is required. Defendant otherwise denies the allegations set forth in
20 Paragraph 18 of the Amended Complaint.

21 19. Plaintiff claims Fraud by manager Copeland on the morning of Jan. 15th, 2018.
22 [Fraud #7]

23 **ANSWER:** This Claim was dismissed by the Court on June 30, 2023 [ECF 53] and,
24 therefore, no response is required. Defendant otherwise denies the allegations set forth in
25 Paragraph 19 of the Amended Complaint.

26 20. Plaintiff claims Fraud and Retaliation by manager Copeland and manager Greg
27 DeFehr on the morning of Jan. 29th. [Retaliation #5/Fraud #8]
28

1 **ANSWER:** Plaintiff’s “Fraud #8” claim was dismissed by the Court on June 30, 2023
 2 [ECF 53] and, therefore, no response is required. Defendant otherwise denies the remaining
 3 allegations set forth in Paragraph 20 of the Amended Complaint.

4
 5 **IV. EXPLANATION OF CLAIMS**

6 Note: All Retaliation claims begin on and after Jan. 29th, 2018, when Plaintiff began
 7 his protected activity status per NRS 613.340, and all Fraud claims began Jan. 15th, 2018.¹

8 **ANSWER:** Defendant denies the allegations set forth in Page 4:1-2 of the Amended
 9 Complaint.

10
 11 **Retaliation #1**, on Feb. 12th, 2018, plaintiff was at home on suspension and reported
 12 to the Reno yard 11am where manager Copeland added an additional 10 days of suspension
 13 where she stated “they need more time to investigate.”

14 Manager Copeland had been made aware of the fact that Plaintiff was working through
 15 his union representatives to inquire about her violations of the company’s policies and was
 16 retaliating as a result.

17 **ANSWER:** Defendant denies the allegations set forth in Page 4:4-9 of the Amended
 18 Complaint.

19
 20 **Retaliation #2/Fraud #1** by manager Greg DeFehr on Feb. 26th 2018 @ 3:30pm.

21 On Feb. 26th, 2018, plaintiff Ridenour was returned to duty from 30 days suspension
 22 by manager Copeland and manager Greg DeFehr.

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 25
 26 ¹Beginning after Paragraph 20 of the Amended Complaint, Plaintiff stops identifying his
 27 factual and legal allegations by paragraph. For allegations made after Paragraph 20 of the
 28 Amended Complaint, Defendant refers to and answers the same by page and line number.

1 **ANSWER:** Defendant admits that Plaintiff returned to work from suspension on or
2 about February 26, 2018. Defendant denies the remaining allegations set forth in Page 4:11-
3 13 of the Amended Complaint.

4
5 In the same meeting manager Copeland excused herself and manager Steve France
6 took over as plaintiff Ridenour's new manager.

7 **ANSWER:** Defendant admits that at the time Plaintiff returned from suspension on
8 or about February 26, 2018, Plaintiff reported to Mr. Steven France. Defendant denies the
9 remaining allegations set forth in Page 4:14-15 of the Amended Complaint.

10
11 As plaintiff Ridenour had just been returned to duty, manager Greg DeFehr informed
12 Ridenour that he was to read 3 paper pamphlets on company policies.

13 Mgr. DeFehr also stated that he had emailed the links to 3 online trainings to Ridenour,
14 and that he would find the links in his work email.

15 **ANSWER:** Defendant admits that as part of his return to work after suspension on
16 February 26, 2018, Defendant provided Plaintiff with written materials and emailed links to
17 online trainings/coverages for Plaintiff to complete that day. Defendant denies the remaining
18 allegations set forth in Page 4:16-19 of the Amended Complaint.

19
20 Manager DeFehr did not inform Ridenour that he had changed Ridenour's passwords
21 on his devices.

22 **ANSWER:** Per the Court's June 30, 2023 Order, the Court restricted Plaintiff's fraud
23 claim to the alleged false representation made by Mr. DeFehr that Plaintiff could work from
24 home and not dispatch any tickets on February 26, 2018 and, therefore, no response is required
25 to the allegations set forth in Page 4:20-21 of the Amended Complaint. Defendant otherwise
26 denies the allegations set forth in Page 4:20-21 of the Amended Complaint.

1 Manager DeFehr informed plaintiff Ridenour that he was not to dispatch any jobs that
2 day, the 26th/Feb.

3 **ANSWER:** Defendant denies the allegations set forth in Page 4:22-23 of the
4 Amended Complaint.

5
6 Plaintiff Ridenour was re-issued his badge/access door & gate cards, along with his
7 work cell phone and work iPad.

8 **ANSWER:** Defendant is without sufficient information to admit or deny the
9 allegations set forth in Page 4:24-25 of the Amended Complaint, and therefore denies the
10 same.

11
12 Manager DeFehr approved plaintiff Ridenour to complete the online trainings from
13 home. Manager DeFehr instructed Ridenour that when he completed the 3 online trainings
14 that he was to forward the screenshots or verifications to manager Steve France, who Ridenour
15 had now been re-assigned to.

16 **ANSWER:** Defendant denies the allegations set forth in Pages 4:26-5:2 of the
17 Amended Complaint.

18
19 When Ridenour arrived home after using his 15-minute break to drive there, he quickly
20 discovered that both of his passwords for his devices had been changed.

21 **ANSWER:** Per the Court's June 30, 2023 Order, the Court restricted Plaintiff's fraud
22 claim to the alleged false representation made by Mr. DeFehr that Plaintiff could work from
23 home and not dispatch any tickets on February 26, 2018 and, therefore, no response is required
24 to the allegations set forth in Page 5:3-4 of the Amended Complaint. Defendant otherwise
25 denies the allegations set forth in Page 5:3-4 of the Amended Complaint.

1 Plaintiff Ridenour then spent the next hour and 15 minutes on the phone w/ TSC (tech
2 services center) receiving assistance in resetting both passwords.

3 Ridenour, during the course of the phone call, was informed that both passwords had
4 been changed the previous day.

5 **ANSWER:** Per the Court's June 30, 2023 Order, the Court restricted Plaintiff's fraud
6 claim to the alleged false representation made by Mr. DeFehr that Plaintiff could work from
7 home and not dispatch any tickets on February 26, 2018 and, therefore, no response is required
8 to the allegations set forth in Page 5:5-8 of the Amended Complaint. Defendant is otherwise
9 without sufficient information to admit or deny the allegations set forth in Page 5:5-8 of the
10 Amended Complaint, and therefore denies the same.

11
12 Upon gaining access to his work email, Ridenour located the links to the online
13 trainings, but also discovered 2 emails that had been sent to his work email, but addressed to
14 Greg DeFehr. They were "auto-reply" messages "thanking" manager DeFehr for using the
15 "automated password reset option."

16 **ANSWER:** Per the Court's June 30, 2023 Order, the Court restricted Plaintiff's fraud
17 claim to the alleged false representation made by Mr. DeFehr that Plaintiff could work from
18 home and not dispatch any tickets on February 26, 2018 and, therefore, no response is required
19 to the allegations set forth in Page 5:9-12 of the Amended Complaint. Defendant is otherwise
20 without sufficient information to admit or deny the allegations set forth in Page 5:9-12 of the
21 Amended Complaint, and therefore denies the same.

22
23 Mgr. DeFehr not sharing that Ridenour's passwords had been changed was a subtle
24 retaliation, NRS. 613.340.

25 **ANSWER:** To the extent the above allegation is made in furtherance of Plaintiff's
26 fraud claim, per the Court's June 30, 2023 Order, the Court restricted Plaintiff's fraud claim
27 to the alleged false representation made by Mr. DeFehr that Plaintiff could work from home
28

1 and not dispatch any tickets on February 26, 2018 and, therefore, no response is required to
2 the allegations set forth in Page 5:13-14 of the Amended Complaint. Defendant otherwise
3 denies the allegations set forth in Page 5:13-14 of the Amended Complaint.

4
5 **March 1st, 2018 @ beginning of shift @ 11am, Retaliation #3 & Fraud #2.**

6 Manager DeFehr accused plaintiff of being out of route and opened a new
7 “investigatory” on Feb. 26th.

8 **ANSWER:** Defendant admits that Plaintiff was out of route on February 26, 2018
9 and that Defendant investigated Plaintiff’s misconduct. Defendant denies the remaining
10 allegations set forth in Page 5:16-18 of the Amended Complaint.

11
12 This constitutes fraud as plaintiff was specifically ordered to ‘not’ dispatch on any
13 jobs/tickets, but to complete admin work on his work iPad and was given permission to take
14 them home to be used for that purpose, to work from home.

15 **ANSWER:** Defendant denies the allegations set forth in Page 5:19-21 of the
16 Amended Complaint.

17
18 **Retaliation #4/Fraud #3.** March 22nd, 2018 @ beginning of shift, managers Greg
19 DeFehr & Steve France terminated plaintiff’s employment.

20 **ANSWER:** Defendant admits that Plaintiff was terminated on or about March 21,
21 2018. Defendant denies the remaining allegations set forth in Page 5:23-24 of the Amended
22 Complaint.

23
24 Plaintiff was given the reason of being out of route on Feb. 26th, 2018.

25 **ANSWER:** Defendant admits that Plaintiff was terminated, among other reasons, for
26 going home without management approval on February 26, 2018. Defendant denies the
27 remaining allegations set forth in Page 5:25 of the Amended Complaint.

1 Plaintiff was not out of route as plaintiff was given permission to work from home on
2 wireless devices.

3 **ANSWER:** Defendant denies the allegations set forth in Page 5:26-27 of the
4 Amended Complaint.

5
6 Fraud #4, December 14th, 2017, @ approx.. 7:30-8:15pm. Mgr. Copeland had first
7 texted, then called plaintiff on his work cell phone. Copeland was off the clock.

8 Plaintiff explained to her that he was on a repair job and had finished troubleshooting
9 and would be needing to find out who the Duty Manager was for the evening so he could
10 contact them and request an approval to create a helper ticket to have I&R come out in the
11 morning to recondition the 2nd line of a bonded pair, to get the customer back in service.

12 After discussing the semantics, manager Copeland instructed Ridenour to send over
13 the request for the helper ticket to her, upon which Ridenour questioned her. Bc 1) she was
14 off duty, and 2) he shared w/ her that the previous all-tech Friday morning meeting all
15 technicians had been instructed not to ask their managers to create “helpers” anymore, only
16 that they could approve them or not.

17 “Eddy,” manager Copeland, informed plaintiff Ridenour that she had her iPad on her
18 person and that he should send the approval request, to which he did.

19 Manager Copeland approved the request to create the helper ticket.

20 When plaintiff Ridenour began to have issues w/ his work iPad (glitching and freezing
21 in between screens), mgr. Copeland offered to help create the helper ticket since she was
22 already logged-in to AT&T’s internal OS, WFE (Work Force Engine), she said,
23 (paraphrasing) “hold on, let me try.”

24 Manager Copeland would later deny same activity.

25 Fraud #5, Manager Copeland suddenly changed her tone and attitude toward
26 technician/plaintiff Ridenour beginning the morning of Jan. 4th and was lecturing him on his
27
28

1 efficiency and using a very course tone where previous there had been no existence of any
2 tension between Manager Copeland and plaintiff.

3 She continued on the phone, and between texting and phone call duration, had used
4 approximately 45 minutes of Ridenour's 8 hour work shift by keeping him tied-up w/
5 conversation while he sat at the crossbox on Pyramid across from the Scolari's, unable to
6 perform his duties/wiring up the job, while lecturing him on his efficiency and making better
7 use of his time.

8 Fraud #6, Manager attempted to then meet plaintiff Ridenour at his first job
9 unannounced, hoping to catch him being tardy, to which she did not. That was the morning of
10 Jan. the 8th, 2018.

11 Fraud #7, the morning of Jan. 15th, manager Copeland "pulled" plaintiff Ridenour's
12 whole route that was pre-assigned the night before and contacted to report to the Reno yard.

13 Ridenour complied.

14 Manager Copeland brought 3 fraudulent accusations against Ridenour.

15 The first, that plaintiff had numerous tardies.

16 Mgr. Copeland violated the Union contract w/ the company as she had singled-out
17 plaintiff for disciplinary action where she did not also enforce the same for the rest of her
18 team. (Later grieved as retaliation by Plaintiff.)

19 Second, Copeland presented false statements about Ridenour and late lunches.

20 Note: Company policy allows technicians to go home for lunch as long as they contact
21 their managers for their approval, or in the event they cannot get them on the phone, to send
22 a text informing their manager that they are taking lunch at home.

23 Ridenour always attempted to contact his manager by phone, and sent text
24 communication when unable to reach manager on phone.

25 Copeland's accusations about late lunches are false.

26 Lastly, the second suspension that was assessed 5 days, manager Copeland accused
27 plaintiff Ridenour of a customer mistreat, failure to perform his duties as a prem tech, and a
28

1 COBC (Code of Business) violation, leaving a customer out of service, which happened to be
2 the very repair ticket from December 14th, 2017 that manager Copeland had texted and then
3 called Ridenour on while off-duty.

4 To help clarify this for the Court how this can be construed as fraud, please allow this
5 explanation.

6 The duties of a prem tech once they dispatch either an install or a repair ticket are as
7 follows:

8 We are to pre-call the customer to let them know we have dispatched their job and
9 give them an eta of our arrival.

10 When we arrive on-site we are to identify ourselves w/ our badge and greet the
11 customer.

12 We then do the site survey to see either where the CPE/equipment will be installed, or
13 are shown where the trouble is on a repair.

14 If we need to leave the premises to go work on outside plant, we inform our customer,
15 keeping them updated throughout.

16 Upon completion of an install we thank the customer and leave our contact
17 information.

18 The same goes for a successful repair ticket.

19 However, if we as a prem tech are unable to fix their services on a repair and need to
20 put in a helper ticket for I&R to come out, we explain this to the customer and inform them
21 of when we will be out, and also still leave contact numbers and information.

22 It is important to mention, that we technicians are not allowed to create helper tickets
23 without manager approval. That IS PART OF OUR DUTIES as a prem tech.

24 Manager Copeland accused plaintiff Ridenour of a customer mistreat.

25 Additionally, she accused plaintiff of failure to perform his duties. Not true.

26 Plaintiff Ridenour received manager approval to create the helper ticket.
27
28

1 Manager Copeland turned around and made it sound like Ridenour didn't follow
2 protocols or work according to the rules.

3 Manager Copeland fraudulently suspended plaintiff Ridenour on manufactured
4 causes.

5 **ANSWER:** The allegations set forth in Pages 6:2 through 8:23, styled as Plaintiff's
6 Fraud #4 through Fraud #7 claims, were dismissed by the Court on June 30, 2023 [ECF 53],
7 and therefore no response thereto is required. Defendant otherwise denies the allegations set
8 forth in Pages 6:2 through 8:23 of the Amended Complaint.

9
10 On the morning of Jan. 29th, 2018 @ 11am, Ridenour was ordered to appear in the
11 conference room where managers Eddy Copeland and Greg DeFehr were waiting.

12 **ANSWER:** Defendant denies the allegations set forth in Page 8:25-26 of the
13 Amended Complaint.

14
15 Ridenour was welcomed back to duty from both of the previous two suspensions, but
16 told to sit tight, not go anywhere, where they excused themselves from the room to retreat
17 back to the manager's office where they informed plaintiff they had to make a follow-up phone
18 call to HR and consult with their managers.

19 **ANSWER:** Defendant denies the allegations set forth in Page 9:1-4 of the Amended
20 Complaint.

21
22 Upon returning to the conference room, managers Copeland and DeFehr then
23 proceeded to open a new investigatory on plaintiff Ridenour, ultimately issuing a 10-day
24 suspension this time.

25 **ANSWER:** Defendant denies the allegations set forth in Page 9:5-6 of the Amended
26 Complaint.

1 During said meeting on the new suspension, manager Copeland began to bring up
2 details of an old “false” customer complaint that had been settled, closed, and where plaintiff
3 Ridenour had been found to be 100% “not at fault” by 2 separate Asset Protection agents out
4 of West Sacramento.

5 **ANSWER:** Defendant denies the allegations set forth in Page 9:7-9 of the Amended
6 Complaint.

7
8 After that meeting she then knowingly and intentionally invited union steward Jose
9 Ruiz back to the manager’s office where they showed him plaintiff’s personnel file with the
10 sole intention of manipulating him by revealing the false claim listed in the complaint of a
11 derogatory racial slur, knowing that steward Ruiz would take it in the exact way he did.

12 **ANSWER:** Defendant denies the allegations set forth in Page 9:10-13 of the
13 Amended Complaint.

14
15 After said meeting on Jan. 29th, plaintiff Ridenour and union steward Jose Ruiz
16 discussed the new suspension meeting and Ruiz shared with Ridenour the information
17 managers Copeland and DeFehr had shown him.

18 **ANSWER:** Defendant denies the allegations set forth in Page 9:14-16 of the
19 Amended Complaint.

20
21 It is claimed by plaintiff that those actions were intentionally meant to harm Ridenour
22 and influence steward Ruiz to not want to properly help Ridenour. That Copeland was relying
23 on her personal friendship with steward Jose Ruiz and his wife, who Ruiz admitted to
24 Ridenour was personal friends with “Eddy.” Ms. Copeland.

25 **ANSWER:** Defendant denies the allegations set forth in Page 9:17-20 of the
26 Amended Complaint.

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V. CONCLUSIONS

Title VII makes it unlawful for an employer to discriminate against any employee because he has made a charge, testified, assisted, or “participated in any manner” in any investigation, proceeding, or hearing. 42 U.S.C. ss2000e 3(a).

ANSWER: Page 9:24-26 of the Amended Complaint calls for legal conclusions to which no response is required. To the extent Plaintiff misstates or misinterprets the statutory language cited in Page 9:24-26, Defendant denies the same.

Plaintiff Ridenour participated in a protected activity of the grievance process and additionally working through his union to investigate a claim of sexual harassment and was in turn retaliated against in direct violation of NRS 613.340.

ANSWER: Defendant denies the allegations set forth in Page 10:1-3 of the Amended Complaint.

Plaintiff feels that sufficient factual material has been provided; and if accepted as true, that on its face is enough to state a claim to relief.

ANSWER: Page 10:5-6 of the Amended Complaint calls for legal conclusions to which no response is required. *See also* Order (ECF 53) (narrowing Plaintiff’s fraud claim under FED. R. CIV. P. 12(b)(6)).

Plaintiff feels that the facts plead show a violation isn’t just plausible, but probable.

ANSWER: Defendant denies the allegations set forth in Page 10:7 of the Amended Complaint.

VI. DAMAGES

Back pay of \$55,085.

Front pay of \$40,000.

1 Loss of retirement, loss of peak earning years for Soc. Sec. estimations and calculated
2 interest, loss of benefits, tbd in Discovery.

3 Union buy-out at retirement, \$40k.

4 Emotional distress and loss of enjoyment of life, \$500k.

5 Punitive damages, \$750k.

6 Exemplary damages, \$500k.

7 Re-Instatement.

8 **RESPONSE TO REQUESTED DAMAGES**

9 **Defendant denies that Plaintiff is entitled to judgment in his favor, denies the**
10 **propriety of each and every prayer for relief, and denies that Plaintiff is entitled to any**
11 **relief.**

12 **DEFENDANT'S DEFENSES AND AFFIRMATIVE DEFENSES**

13 Defendant asserts the following Defenses and Affirmative Defenses, subject to and
14 without waiving the foregoing, without accepting any burden of proof on the matter, and in
15 the alternative, if necessary:

- 16 1. Plaintiff fails to state a claim upon which relief can be granted.
- 17 2. Plaintiff's retaliation claims are barred by applicable federal and state statutes
18 of limitations.
- 19 3. Plaintiff's retaliation claims are barred by Plaintiff's failure to exhaust
20 administrative remedies.
- 21 4. Plaintiff's retaliation claims fail because Plaintiff has not alleged that he
22 engaged in protected, concerted activity that could give rise to his retaliation claim under any
23 theory of law.
- 24 5. Plaintiff's retaliation claims fail because any protected, concerted activity of
25 the Plaintiff was not the but-for cause of his termination, and was otherwise not causally
26 related to Plaintiff's termination, or any other materially adverse employment action, in any
27 way.

1 6. At all relevant times, Defendant's actions and omissions regarding Plaintiff
2 were undertaken in good faith and Defendant had objectively reasonable grounds to believe
3 that its actions and/or omissions did not violate federal or state law.

4 7. Plaintiff's fraud claim must fail under the doctrine of unclean hands.

5 8. Plaintiff's fraud claim must fail because Plaintiff has failed to plead the same
6 with sufficient particularity under FED. R. CIV. P. 9(b).

7 9. Plaintiff's fraud claim must fail because Defendant lacked the requisite intent
8 to defraud.

9 10. To the extent any adverse employment actions taken by Defendant was
10 improperly motivated, such motivations were not substantial and, in any event, Defendant
11 would have taken the same adverse employment actions for legitimate reasons.

12 11. Plaintiff has not alleged any conduct warranting an award of punitive damages
13 under any of her asserted theories of liability, and any award of punitive damages would
14 otherwise be unconstitutional under federal and/or state law.

15 12. To the extent Plaintiff suffered damages, such damages were the result of
16 Plaintiff's own actions or omissions.

17 13. Plaintiff's claimed damages (if any) are barred, in whole or in part, by
18 Plaintiff's failure to mitigate his damages.

19 14. Defendant reserves the right to amend or add additional affirmative defenses
20 as this litigation progresses.

21 Dated: July 14, 2023.

22 Respectfully submitted,

23 /s/Stacey Campbell

24 Stacey Campbell

25 Colorado Bar No. 38378

26 (admitted *pro hac vice*)

27 Campbell Litigation, P.C.

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Denver, Colorado 80218

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***Attorneys for Defendant
Nevada Bell Telephone Co.***

CERTIFICATE OF SERVICE

I hereby certify that on July 14, 2023, I caused a true and correct copy of the foregoing
**ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED
COMPLAINT AND JURY DEMAND** to be electronically filed with the Clerk of the Court
using the CM/ECF System; in addition, notification of such filing was sent via First Class
Mail to Plaintiff at the following address of record:

Steven Ridenour
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and to all counsel of record in this matter.

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